

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

KPM ANALYTICS NORTH AMERICA  
CORPORATION,

*Plaintiff.*

v.

Civil Action No. 21-10572-MRG

BLUE SUN SCIENTIFIC, LLC, THE  
INNOVATIVE TECHNOLOGIES GROUP &  
CO., LTD., ARNOLD EILERT, MICHELLE  
GAJEWSKI, ROBERT GAJEWSKI,  
RACHAEL GLENISTER, GREGORY  
ISRAELSON, IRVIN LUCAS, AND PHILIP  
OSSOWSKI,

*Defendants.*

**[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION**

This action came before the Court for a trial by jury and the issues have been tried. The jury has rendered its verdict and the Court has issued a decision on (i) Plaintiff's motion for a finding on its Chapter 93A claim, (ii) Plaintiff's motion for a finding of willful and malicious conduct, (iii) Plaintiff's motion for attorneys' fees and costs, (iv) Plaintiff's motion for a permanent injunction, and (v) Defendants' motions to alter or amend the judgment. It is hereby ORDERED, ADJUDGED, and DECREED that:

1. On Counts I and II of the Complaint, Defendants Blue Sun Scientific, LLC, Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert misappropriated Plaintiff's trade secrets willfully and maliciously and judgment is hereby entered in favor of Plaintiff on Counts I and II of the Complaint against Defendants Blue Sun Scientific, LLC, Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert by reason of the jury's May 17, 2023 verdict,

including exemplary damages in an amount of double the actual damages pursuant to 18 U.S.C., § 1836(b)(3)(C) and Mass. Gen. L. ch. 93, § 42B(b);

2. On Count III of the Complaint, Defendants Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert breached their contracts with Plaintiff, and in addition to damages, Plaintiff is entitled to an award of attorneys' fees and costs pursuant to the fee shifting provisions of the contracts, and judgment is hereby entered in favor of Plaintiff on Count III of the Complaint against Defendants Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert by reason of the jury's May 17, 2023 verdict;

3. On Count IV of the Complaint, Defendants Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert violated the covenant of good faith and fair dealing implied in their contracts with Plaintiff and judgment is hereby entered in favor of Plaintiff on Count IV of the Complaint against Defendants Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert by reason of the jury's May 17, 2023 verdict;

4. On Count V of the Complaint, judgment is hereby entered on behalf of Defendants Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert by reason of the jury's May 17, 2023 verdict;

5. Count VI of the Complaint was dismissed pursuant to Fed. R. Civ. P. 12(b)(6);

6. Judgment is hereby entered in favor of Plaintiff on Count VII of the Complaint against Defendants Blue Sun Scientific, LLC and The Innovative Technologies Group & Co., Ltd. by reason of the jury's May 17, 2023 verdict;

7. Count VIII of the Complaint was dismissed voluntarily;

8. Count IX of the Complaint was dismissed pursuant to Fed. R. Civ. P. 12(b)(6);

9. On Count X, the Court finds that Defendants Blue Sun Scientific, LLC and The Innovative Technologies Group & Co., Ltd. engaged in knowing or willful violation of Mass. Gen. L. ch. 93A and judgment is hereby entered in favor of Plaintiff on Count X of the Complaint against Defendants Blue Sun Scientific, LLC and The Innovative Technologies Group & Co., Ltd., including an award of treble damages and attorneys' fees.

10. Judgment is hereby entered in favor of Plaintiff on all counts of the Counterclaims by reason of the jury's May 17, 2023 verdict;

11. The Court awards monetary damages to Plaintiff in a total amount of \$11,790,793.50, allocated against the following defendants in the following amounts:

- a. \$6,248,293.50 jointly and severally against Blue Sun Scientific, LLC and The Innovative Technologies Group & Co., Ltd.;
- b. \$5,400,000.00 severally against Defendant The Innovative Technologies Group & Co., Ltd.;
- c. \$60,000.00 severally against Defendant Irvin Lucas;
- d. \$45,000 severally against Defendant Robert Gajewski;
- e. \$30,000.00 severally against Defendant Rachael Glenister; and,
- f. \$7,500.00 severally against Defendant Arnold Eilert.

12. The Court awards prejudgment interest at the rate of 12% per annum on all actual damages in a full amount of \$\_\_\_\_\_, allocated against the following defendants in the following amounts:

- a. \$\_\_\_\_\_ jointly and severally against Blue Sun Scientific, LLC and The Innovative Technologies Group & Co., Ltd.;

- b. \$\_\_\_\_\_ severally against Defendant The Innovative Technologies Group & Co., Ltd.;
- c. \$\_\_\_\_\_ severally against Defendant Irvin Lucas;
- d. \$\_\_\_\_\_ severally against Defendant Robert Gajewski;
- e. \$\_\_\_\_\_ severally against Defendant Rachael Glenister; and,
- f. \_\_\_\_\_ severally against Defendant Arnold Eilert.

13. The Court awards Plaintiff its reasonable attorneys' fees and costs under Counts III and X in an amount of \$\_\_\_\_\_, which shall be assessed jointly and severally against Defendants Blue Sun Scientific, LLC, The Innovative Technologies Group & Co., Ltd., Irvin Lucas, Robert Gajewski, Rachael Glenister, and Arnold Eilert.

14. The Court awards post-judgment interest on the total award of \$\_\_\_\_\_ at a rate of \_\_\_\_%, pursuant to 28 U.S.C. § 1961(a).

15. The Court further finds that Plaintiff has satisfied the elements required to be entitled to a permanent injunction as set forth in the separate Permanent Injunction Order.

16. As prevailing parties, Plaintiff KPM Analytics North America Corporation is entitled to its costs under Fed. R. Civ. P. 54(d) and 28 U.S.C. § 1920.

So ordered:

Dated:

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Hon. Margaret Guzman,  
United States District Judge